EXHIBIT 3
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to the IFTTT app; correct?

A. In part, yes.

Q. And that's part of your market approach; correct?

A. Market approach or income approach. It's generally part of the analysis of Georgia-Pacific factor 12.

Q. On page 66, first paragraph, you describe the IFTTT analysis as "an approach under which Sonos, as the technology developer, would charge Google a fee to implement this technology into its products."

Do you see that?

A. Yes.

Q. Are you aware of Sonos actually charging a fee for the functionality protected by the '885 patent?

A. No. I believe but for the infringement, Sonos would not make this available to its competitors on a bare license basis. They would only consider licensing it as part of a larger strategic relationship between the parties.

Q. But for its own customers, are you aware of Sonos charging a fee specifically for the technology protected by the '885 patent?

A. No. Sonos' pricing model is not to break out each of the attributes or benefits and charge customers

accordingly, which is exactly why in my analysis I don't, for example, use the spreadsheet that you referred to in Mr. Bakewell's report. Neither party uses a pay-as-you-go model.

Q. How did you first learn about the IFTTT app?

A. Through research that I conducted as part of my work in this case.

Q. So you learned about the IFTTT app yourself?

A. I have to give credit to my associate Nate Blanchette. He was given the task of looking for benchmarks under Georgia-Pacific 12, and he first brought it to my attention.

Q. Did he bring other potential benchmarks to your attention?

A. Yes, specifically related to the other patents in this case. Those are listed in my report and are no longer relevant. But not as related to the '885.

Q. So for the '885, the IFTTT app is the only benchmark your associate was able to find?

A. Well, it's -- yes. We have not identified others, but it seemed to be a pure play comparison, so we were quite comfortable in utilizing it.

Q. Have you downloaded the IFTTT app yourself?

A. Of course.

Q. When did you download it?

end up with a per device royalty rate of $1.24 on the low end and $2.48 on the high end; correct?

A. Right.

Q. The next adjustment you make is the 70/30 revenue split; correct?

A. Correct. The sharing. That now extends from beyond the quantitative input into the actual Georgia-Pacific analysis. But arithmetically, that the correct.

Q. So let's go to that portion of your report, which I think is page 99.

Your conclusion here is that Google would keep 30 percent of the revenue that would be generated through the use of the infringing functionality; is that right?

A. Ultimately, yes, because of the Google practice I cite in the report. But also in consideration of the many conservative adjustments that we made along the way to get to that metric. All of which I think we've discussed except maybe the fact that the multiple adoption of speakers at 29 percent was actually trending upwards, and we didn't use a higher number.

But, yes, that's true.

Q. And that 30 percent figure comes from the service fees Google charges for app developers on the Play Store; correct?

A. It comes from Google's experience in benefit sharing for other technology providers, yes.

Q. The 30 percent number, that's Google's standard rate for any app on the App Store; correct?

A. Generally speaking, yes. There are, I believe, some exceptions for non-profits or lower-quantity apps. And there have been some recent changes to it. But generally speaking, 30 percent is the sharing principle.

Q. And that 30 percent, that's not specific to music apps; correct?

A. It is specific to Google as the licensee, and it is Google's policy across all applications which, in my view, make it appropriate to apply here.

Q. In this hypothetical where the parties are splitting revenue and Google is the proprietor of the application store, the Play Store, Google is the licensee; correct?

A. Google is the service or product supplier to the market and would be the licensee in most cases, yes.

Q. And the app developer would be the licensor?

A. Correct.

Q. But in the hypothetical negotiation, Sonos is the licensee; correct?

A. No. Sonos is the licensor providing the technology to Google as the licensee. Same relationship.

Q. Oh. Yep, apologies.

The 30 percent fee that Google charges for apps on the Play Store, that's not specific to a given type of app. For example, a music app; correct?

A. Correct, it is not. It's reflective of Google's licensing practice generally. But it is specific to them as a party. So it is not a rule of thumb. It is tied to the facts of the case, which is why I feel comfortable using it.

Q. Have you ever looked to this kind of relationship between two licensing parties before?

A. Yes. Both in my own work as well as in my research of other cases that have employed similar methodology. Including cases advanced by your firm.

Q. Do you have any evidence that Google has used the commission it charges on apps in the Play Store as a data point in real-world licensing negotiations?

A. I'm not aware of any public information in that regard. This was a subject that was discussed in the Google/Oracle case at some length. But I'm not relying upon that for my work here.

Q. Are you saying that in the Google/Oracle case, you offered a similar opinion, where you looked to the 30/70 split that Google charges app developers for your expert analysis?

A. My recollection is, yes, there was a similar analysis.

Q. What was your opinion in that case specifically?

A. I -- I don't recall a lot of the details. It was an analysis of the value of the technology associated with Java code libraries.

Q. And you're saying you offered an opinion that Google and Oracle would have agreed to a 30/70 split based, in part, on Google's rates it charges app developers?

MR. SULLIVAN: You know, I just want to caution the witness, too, when you're talking about the details of what was dealt with in that case, that he not violate any protective orders or confidentiality agreements of -- of that kind.

THE WITNESS: As I sit here, my recollection is that was definitely a subject of my report in that case. I don't recall the exact implementation or conclusions. I don't believe it was inconsistent.

Q. BY MS. COOPER: And you also got opinion on behalf of Oracle; right?

A. Correct.

Q. Did Google challenge the reliability of that opinion under Daubert or Rule 702?

A. There were challenges to my opinion under

Daubert. There was a limitation with respect to future lost profits calculations, but no limitation with respect to the rest of my work.

So to the extent that it was challenged, it was accepted. But I can't recall if it was specifically challenged. Because it's, frankly, not that controversial.

Q. Have you used this 70/30 split in any other case where you provided an expert opinion?

A. Yes. I've used it in other matters involving Apple, though I can't recall specifically which ones.

Q. In any of those cases, was their use of Apple's 30/70 split challenged under Daubert or Rule 7092?

A. I don't recall. But it has never even excluded, if it was.

Q. Are you aware of any evidence that Sonos has looked to these numbers in its own real-world licensing negotiations?

A. No. But Sonos would not have a need to do so, because they would not seek to solely license one aspect of their technology to a competitor like this.

As we spoke of earlier, they would only license their patents as part of a larger strategic relationship for a cross-license. So you wouldn't expect to see that.

Q. Are you aware of any instances when Sonos has

pointed to this 30/70 split in its licensing negotiations with Google?

A. No. Because the negotiations with Google were not patent feature specific. They were portfolio-wide and based upon other allocations of profitability, as described within my report.

Q. Are you aware of any evidence that Google has agreed to a revenue share like this in patent licensing negotiations?

A. Well, Google has agreed to this revenue share in its business dealings repeatedly. Whether or not that's been specific to a patent license, I've not seen any agreements they've produced that are running royalties or that are competitive licenses for unique features.

Most of what Google has licensed, as I understand it and as reflected in the documents produced in this case, are settlements of disputes or patent acquisitions. And the details behind the computation of those amounts have not been revealed to me.

Q. Have you ever seen a party utilize a 70/30 split or look to these numbers to support a 70/30 split in real-world licensing negotiations?

A. Yes. Using the 70/30 split is something that I have done frequently, both for business licensing decisions and valuations whenever we're dealing with a

STATE OF CALIFORNIA) ss:
COUNTY OF MARIN)

I, LESLIE ROCKWOOD ROSAS, RPR, CSR NO. 3462, do hereby certify:

That the foregoing deposition testimony was taken before me at the time and place therein set forth and at which time the witness was administered the oath;

That testimony of the witness and all objections made by counsel at the time of the examination were recorded stenographically by me, and were thereafter transcribed under my direction and supervision, and that the foregoing pages contain a full, true and accurate record of all proceedings and testimony to the best of my skill and ability.

I further certify that I am neither counsel for any party to said action, nor am I related to any party to said action, nor am I in any way interested in the outcome thereof.

IN WITNESS WHEREOF, I have subscribed my name this 30th day of August, 2022.

LESLIE ROCKWOOD ROSAS, RPR, CSR NO. 3462